It is not likely that the Texas courts have ever had to deal with a more important question than the one here involved. The extensive opinions rendered, characterized as they are by an elegance of diction and a great research of authorities, show that the court was impressed with the gravity of the issue. The lower court proceeding from the erroneous premises that voting is an inherent absolute right and not a derivative conventional one, pronounced the law in question unconstitutional. On the other hand the dissenting opinion in the Appellate Court while not concerning itself much with the nature of voting, whether a right or a franchise, concluded the law under discussion unconstitutional for the reason among others, that the legislature can pass no law either directly or indirectly extending or restricting the right of suffrage as fixed by the Constitution. The correctness of this proposition cannot be questioned. It is supported by an abundance of authorities, among which we cite: *People* v. *McDonald,* 52 N. Y. Supp. 898; *People* v. *Maynard,* 15 Mich. 63; *State* v. *Fitzgerald,* 37 Minn. 26; *Bredin's Appeal,* 109 Pa. 337; *Spier* v. *Baker,* 120 Cal. 370, 41 L. R. A. 196; *Cougar* v. *Timberlake,* 148 Ind. 38, 37 L. R. A. 644. But though the legislature cannot abridge, it may nevertheless regulate this elective franchise granted by the constitution, providing such regulation be reasonable, uniform and impartial. *Monroe* v. *Collins,* 17 Ohio St. 666; *Attorney General ex rel. Concly* v. *Common Council,* 78 Mich. 545; *Page* v. *Allen,* 58 Pa. St. 338; *Dagget* v. *Hudson,* 43 Ohio St. 548; *State* v. *Baker,* 38 Wis. 71; *State* v. *Butts,* 31 Kan. 537; *Owen Cusick's Election,* 136 Pa. 459, 10 L. R. A. 228. Just where, however, a regulation ceases to be reasonable and becomes harsh and arbitrary is a matter that is problematic enough. That the law in question is close on the border line, is apparent, from the care, thoroughness and hesitancy disclosed in the opinion. The decision, however, proceeds from the safe and sound view that a law is reasonable which safeguards the purity of the ballot, by preventing the sinister elements of society from assembling the vote of the shiftless and the unwary, by advancing them the money to pay their poll tax.

EMINENT DOMAIN—ACCRETIONS—EXTENDING HIGHWAY—COMPENSATION.—The terminus of a street laid out at Old Orchard, Maine, in 1871, was "high-water mark." But since 1871 high-water mark at this point in Old Orchard has been moved by accretions 88 feet seaward. Yates, the defendant, owned a lot of land on the shore, bounded on the westerly side by Old Orchard street. It is admitted that the ownership of the fee to the center of the street was in him. He was indicted for obstructing the highway and thereby maintaining a nuisance. *Held,* that the street has ended at all times at high-water mark wherever it has been, and even though the fee belongs to the defendant, that the original compensation being full and just, covers all damages for all time to defendant's estate. *State* v. *Yates et al.* (1908), — Me. —, 71 Atl. 1018.

While cases involving this precise question are very few, the doctrine as here laid down seems to be in accord with the trend of judicial thought. Starting with dictum in *People* v. *Lambier,* 5 Denio (N. Y.) 9, it now seems to be a well established doctrine that where a public street leads to navigable

waters, it will keep even pace with the extension of the land and in that manner preserve an unbroken union between the easement on the land and that on such navigable waters. *Mark* v. *Village of Troy,* 151 N. Y. 453; *Dana* v. *Craddock,* 66 N. H. 593; *Newark Lime and Cement Co.* v. *Mayor of Newark,* 15 N. J. Eq. 64; *Hoboken Land Co.* v. *Mayor of Hoboken,* 36 N. J. Law 540. This doctrine has constantly been applied in cases of dedication. In *New Orleans* v. *United States,* 10 Pet. 662, a leading case on the subject, Mr. Justice McLEAN said: "It is of no importance whether the dedication was to high or low water mark; that with the boundary of a street on a public river, the public right in the street was limited only by the public right in the navigable waters and that to contend that between the boundary of the street and the public right in the river, a private and hostile right could exist would not only be unreasonable, but against law." This doctrine has been followed in numerous cases. *Cook* v. *City of Burlington,* 30 Ia. 94; *Godfrey* v. *City of Alton,* 12 Ill. 29; *Town of Freedom* v. *Norris,* 128 Ind. 377. While ways by dedication are not strictly analogous to ways by statutory location, since the construction to be given to dedication depends upon the intent of the person dedicating, yet the same reason underlies both rules. It is settled law that the owner of land, bordering on a stream or a sea, which is added to by accretion becomes thereby the owner also of the new made land. *Banks* v. *Ogden,* 2 Wall. 57; *Jefferies* v. *East Omaha Land Co.,* 134 U. S. 178. Defendant owning to the center of the street as originally described gained title by accretion to so much of the added land as lies in front of his half of the street, and that obstruction is on land of which they own the fee. The taking of the new way was not taking private property for public use without just compensation. Compensation had been previously awarded and the law conclusively presumes that the compensation was full and just. Damages of this character are awarded but once and for all time, unless the change will occasion additional damage to the private proprietor. See Art. 6, MICH L. REV. 84; *Taylor* v. *Portsmouth and York R. R.,* 91 Me. 193; *Rafferty* v. *Central Traction Co.,* 147 Pa. St. 579; *Carter* v. *North Western Tel. Co.,* 60 Minn. 539. The defendant cannot say in this case that he suffered additional damage, since when he gained the land by accretion, he gained it subject to the public easement.

GUARANTY—CONSIDERATION—PAST AND FUTURE ADVANCES.—The defendant gave plaintiff the following guaranty:—"Sept. 8, '03. I hereby guarantee and agree to make good the accounts between W. A. Winne and the Co-operative Ice Company for ice whatever the company will be short. S. Mehrbach." At the time the guaranty was given the Ice Company was in plaintiff's debt for ice some $3,000, and subsequently other ice was furnished, making the whole account some $7,000. In an action on the guaranty it was held that the agreement by the plaintiff to furnish the Ice Company ice in the future at a reasonable price was no consideration for the defendant's promise to pay the past account, but was a sufficient consideration for the future advances. *Winne* v. *Mehrbach,* (1909) 114 N. Y. Supp. 618.